

**License Agreement
Agenda Item and Resolution**

Agenda Item:

Consider approval of a License Agreement by and between the College Station Independent School District (“**District**”), the City of College Station (“**City**”), Juan-hijo Investments, Ltd., a Texas limited partnership, and Stephen Johnson (collectively Juan-hijo Investments, Ltd. and Stephen Johnson referred to herein as “**Licensee**”).

Motion and Resolution:

On motion made and seconded, it is hereby resolved that:

- A. Whereas, District owns the property located at 1300 George Bush Drive, College Station, Texas (“**District Property**”);
- B. Whereas, the Licensee owns the real property and improvements located at 101 Lee Street, College Station, Texas (“**Licensed Premises**”) , more particularly, a bunk house (“**Bunk House**”), as shown in the attached **Exhibit “A”** which Licensee uses for temporary residential purposes ; and
- C. Whereas, Timber Road is a public road located within the City’s right-of-way (“**City Property**”); and
- D. Whereas, the Bunk House is served by a City sewer line (“**Sewer Line**”) that runs from the Licensed Premises under the City Property and connects to a private sewer line in the District Property; and
- E. Whereas, the primary residential structures located on Licensed Premises are served by a sewer line that runs parallel to Lee Street; and
- F. Whereas, the Bunk House is in a condition and of a value that does not justify the cost of running a sewer line to Lee Avenue; and
- G. Whereas, Licensee desires to continue to use the Sewer Line so long as that line is serviceable; and
- H. Whereas, the District, and Licensee desire to permit the continued use of the Sewer Line from the Bunk House under City Property to the District Property; subject, however, to the strict terms and conditions of the License Agreement.

NOW THEREFORE, the Board of Trustees of College Station Independent School District (“**Board**”) makes the following resolutions:

1. Resolved, The Board of Trustees, on behalf of the District, hereby approves the terms and conditions of the License Agreement attached hereto as **Exhibit "B"**.
2. Resolved, that the Board finds that the License Agreement will benefit the school district and serve school district purposes.
3. Resolved, the Board authorizes the Board President to negotiate, execute, and deliver the License Agreement, and any other documents necessary to accomplish the terms of the agreement.

Name: _____

Title: _____

Date: _____

Exhibit "A"

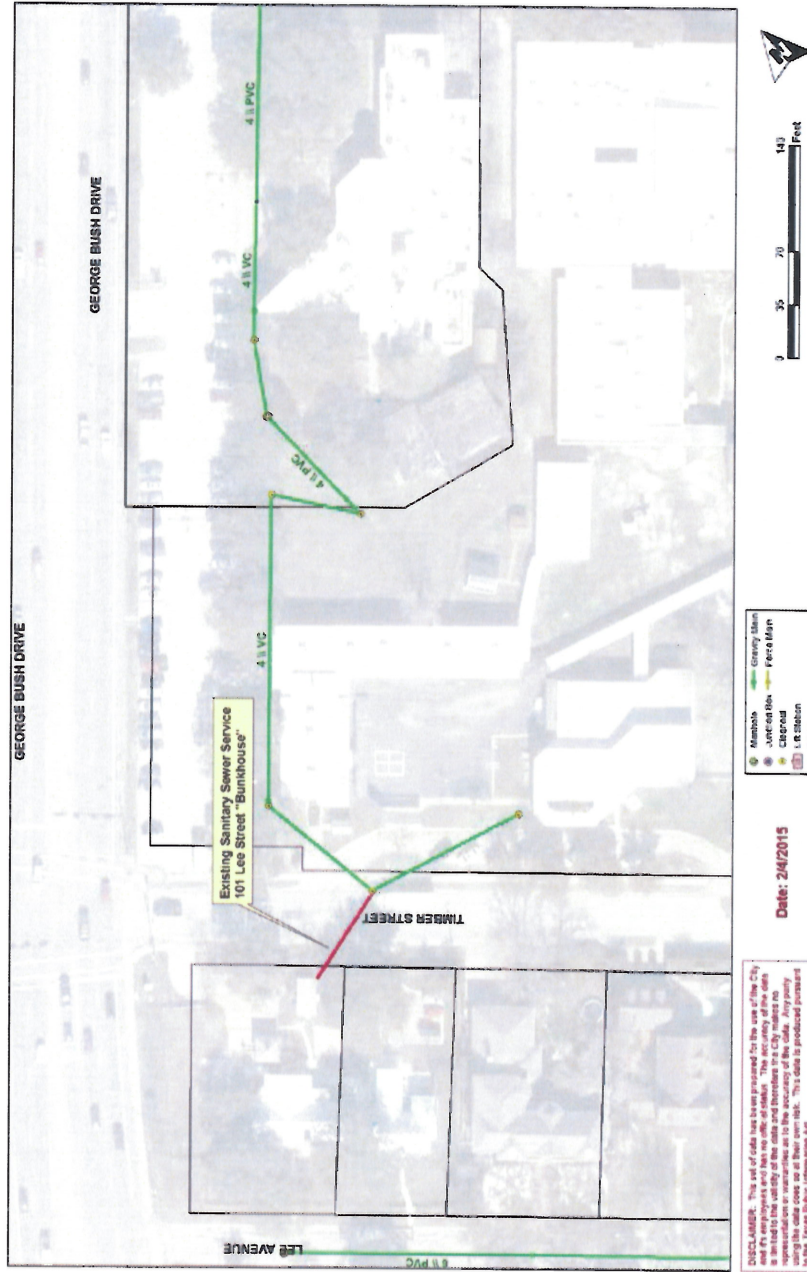


Exhibit "B"

LICENSE AGREEMENT

This License Agreement ("**Agreement**") is entered into as of the _____ day of _____, 2015, by and between the College Station Independent School District ("**District**"), the City of College Station ("**City**"), Juan-hijo Investments, Ltd., a Texas limited partnership, and Stephen Johnson (collectively Juan-hijo Investments, Ltd. and Stephen Johnson referred to herein as "**Licensee**").

RECITALS

- A. Whereas, District owns the property located at 1300 George Bush Drive, College Station, Texas ("**District Property**");
- B. Whereas, the Licensee owns the real property and improvements located at 101 Lee Street, College Station, Texas ("**Licensed Premises**") , more particularly, a bunk house ("**Bunk House**"), as shown in the attached Exhibit "A" which Licensee uses for temporary residential purposes ; and
- C. Whereas, Timber Road is a public road located within the City's right-of-way ("**City Property**"); and
- D. Whereas, the Bunk House is served by a City sewer line ("**Sewer Line**") that runs from the Licensed Premises under the City Property and connects to a private sewer line in the District Property; and
- E. Whereas, the primary residential structures located on Licensed Premises are served by a sewer line that runs parallel to Lee Street; and
- F. Whereas, the Bunk House is in a condition and of a value that does not justify the cost of running a sewer line to Lee Avenue; and
- G. Whereas, Licensee desires to continue to use the Sewer Line so long as that line is serviceable; and
- H. Whereas, the District, and Licensee desire to permit the continued use of the Sewer Line from the Bunk House under City Property to the District Property; subject, however, to the strict terms and conditions of this Agreement; and
- I. Whereas, the Licensee has agreed, as consideration for such license to indemnify the City for any damages or injuries that may result from such usage and have further agreed that no enlargement, expansion or alteration shall be made to the Bunk House, save those required to comply with existing City Code.

Now, therefore, in consideration of the sum of Ten Dollars No/100 and the mutual covenants set forth herein, and other valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of License; Consideration.** The City grants to Licensee a revocable license, for the limited purpose of allowing Sewer Line use herein, to continue to use the Sewer Line under the City Property so long as Sewer Line is serviceable or until this agreement is terminated as herein provided. As consideration for the grant of this License, Licensee agrees that the Bunk House shall not be expanded, enlarged or altered in any way save modifications required to comply with City Code.
2. **Grant of License by District.** The District grants to the Licensee a license, as limited herein, to attach the Sewer Line to the new sewer line being constructed on the District Property, and the District will perform the work to connect the lines at its expense.
3. **Discontinuation of Maintenance.** Once the Sewer Line is connected into the new sewer line on the District Property, neither the City nor the District will provide any maintenance, repair or warranty of the Sewer Line.
4. **Additional Connections Prohibited.** Licensee is prohibited from connecting any additional facilities to the Sewer Line. Further, Licensee's use of the Sewer Line shall be strictly limited to its existing use, which includes a small clothes washer, lavatory, toilet and shower.
5. **Mechanic's liens not permitted.** Licensee shall pay fully all labor and materials used in, on or about Licensed Premises and will not permit or suffer any mechanic's or materialman's liens of any nature to be affixed against the Licensed Premises by reason of any work done or materials furnished to the Licensed Premises at Licensee's instance or request.
6. **Term:** The term of this License shall be five (5) years after the effective date of this Agreement, subject to termination by the City, as provided herein.
7. **Duration of License.** Upon the happening of the first of any of the following events, the revocable license granted herein will terminate, the use of the Sewer Line will be terminated and will be capped at the boundary between Licensee's Premises and the City Property:
 - a. Any significant remodeling of the Bunk House (significant remodeling being defined as any remodeling which requires a permit, whether or not a permit is in fact obtained);
 - b. Demolition or removal of the Bunk House from the Licensed Premises;
 - c. The Sewer Line becomes inoperable or in need of maintenance; or

- d. Any sale, transfer or assignment of the Licensed Premises, including foreclosure or Licensee bankruptcy.
 - e. Should Licensee discontinue or abandon the use of the Bunk House.
8. **Agreement Does Not Run With the Land.** This Agreement may not be recorded in the real property records of Brazos County, Texas, and this Agreement shall in no manner be construed to be a transfer or assignment of an interest in real estate; the benefits of this Agreement shall not run with the land.
9. **Statement of Licensee Rights to Sewer Access Separate from License.** Licensee understands and agrees that this Agreement is made as an accommodation to permit the continued use of the Bunk House on a temporary basis only. Moreover, Licensee waives any right to enforce this Agreement and expressly understands, acknowledges and agrees that Licensee has legal and physical access to a sewer line located in Lee Street, and if for any reason Licensee requires a more permanent solution to provide sewer to the Bunk House or any other facility at the Licensee Property, Licensee will be required to run those lines to Lee Street at its own expense and not under Timber Road.
10. **Indemnification.** Licensee shall defend, protect and keep City and District forever harmless and indemnified against and from any penalty, or any damage, or charge, imposed for any violation of any law, ordinance, rule or regulation arising out of Licensee's use of the Licensed Premises (whether occasioned by the Licensee's neglect), its employees, officers, agents, contractors or assigns, or those holding under Licensee. Licensee shall at all times defend, protect and indemnify and it is the intention of the parties hereto that Licensee hold City and District harmless against and from any and all loss, cost, damage, or expense, including attorney's fee, arising out of or from any accident or other occurrence on or about the Licensed Premises causing personal injury, death or property damage resulting from use of the Licensed Premises by Licensee, its agents, employees, customers and invitees, except when caused by the willful misconduct or negligence of City, its officers, employees or agents, and only then to the extent of the proportion of any fault determined against City or District for its willful misconduct or negligence. Licensees shall at all times defend, protect, indemnify and hold City harmless against and from any and all loss, cost, damage, or expense, including attorney's fees arising out of or from any and all claims or causes of action resulting from Licensee use of the Licensed Premises and for any failure of Licensee, its officers, employees, agents, contractors or assigns in any respect to comply with and perform all the requirements and provisions hereof.)
11. **Compliance with Laws.** Licensee agrees to abide and to be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over Licensee and the Licensed Premise. In particular, Licensee understands and acknowledges that this license does not excuse or relieve Licensee of its obligations for the Licensed Premises to comply with City Code provisions regarding substandard buildings, the building and applicable International Codes, as adopted by the City or with the City's Unified Development Ordinance.

12. **Termination:** This Agreement may be terminated in any of the following ways: a. Written agreement of both parties; b. By City, giving Licensee ten (10) days prior written notice; c. By City, upon failure of Licensee to perform its obligations as set forth in this Agreement.
13. **Notice:** When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid in the United States mail, certified return receipt requested, and addressed to the parties at the address set forth below their signature. Either party may designate from time to time another and different address for receipt of notice by giving notice of such change or address.
14. **Governing law:** This Agreement is governed by the laws of the State of Texas; and exclusive venue for any action shall be in the State District Court of Brazos County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.
15. **Exhibits.** The exhibits attached to this Agreement are incorporated herein by reference.
16. **Binding effect:** This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.
17. **Entire Agreement:** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements, understandings, if any, relating to the Licensed Premises and the matters addressed herein and may be amended or supplemented only by written instrument executed by the party against whom enforcement is sought.
18. **Recitals:** The recitals to this Agreement are incorporated herein by reference.
19. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or any breach excused unless the waiver shall be in writing and signed by the party claimed to have waived.
20. **Immunity from suit preserved.** Neither the City's nor the District's execution of this contract or any of their representatives' conduct relating to this License Agreement shall constitute a waiver of their respective sovereign immunity to suit.
21. **Multiple Counterparts.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

Exhibit "A"

